BILL NO. S-83-04-26

SPECIAL ORDINANCE NO. S-84-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Rieth-Riley Const. Co., for Improvement Resolution #5963-82, for curbs, sidewalks, wingwalks & drive approaches in Larez Neighborhood Improvement Phase I.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain Contract dated April 13, 1983, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Rieth-Riley Const. Co., for:

Improvement Resolution #5963-82 for curbs, sidewalks, wingwalks and drive approaches within the limits of the following streets: WOODLAND - from the alley West of Clinton to Lafayette St; BARR ST. - from Suttenfield to Pontiac (this area shall also be known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE I);

involving a total cost of Seventy-Two Thousand Seven Hundred Forty and No/100 Dollars ($72,740.00).

SECTION 2. A copy of said Contract is on file in the Office of the Board of Public Works, and is available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ________, the ________ day of ________, 19__, at ________ o'clock ___ M., E.S.T.

DATE: 4-26-83 Nadejda Eshcoff CITY CLERK

Read the third time in full and on motion on by Talarico seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GIAQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-10-83 Nadejda Eshcoff acting CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ NO. S-84-83 on the 10th day of May, 19 83.

ATTEST: (SEAL)

Nadejda Eshcoff acting CITY CLERK

Ray A. Eisbart PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of May, 19 83 at the hour of 11:30 o'clock P M., E.S.T

Nadejda Eshcoff acting CITY CLERK

Approved and signed by me this 12th day of May 19 83, at the hour of 1 o'clock P M., E.S.T.

[signature]

WIN MOSES, JR. - MAYOR

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

RECEIVED APR 7 1983

This Agreement, made and entered into this 13 day of April, 1983

by and between -------------------- RIETH-RILEY CONSTRUCTION COMPANY --------------

-------------------- 1633 SR 327 N. County Line Rd., Huntertown, Indiana 46748 ----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im- Improvement Resolution No. 5963-82

prove curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets: WOODLAND - From the alley west of Clinton to Lafayette St.
BARR ST. - From Suttenfield to Pontiac.

ALTERNATE:
SUTTENFIELD ST. - From the alley west of Clinton to Lafayette St.

This Area shall also be known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE I.

by grading and paving the roadway to a width of ~~feet with~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5963-82 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Three dollars and no cents per square yard	3.00
Curb Removal	One dollar and twenty cents per lineal foot	1.20
Concrete Sidewalk	One dollar and sixty cents per square foot	1.60
Concrete Wingwalk Incl. Ramps	Two dollars and no cents per square foot	2.00
Concrete Curbface Walk	One dollar and sixty cents per square foot	1.60
6" Concrete for Drives	Sixteen dollars and no cents per square yard	16.00
8" Concrete for Drives & Alleys	Twenty dollars and no cents per square yard	20.00
2 Ft. Curbface Walk	Three dollars and no cents per square foot	3.00
Concrete Curb Type III	Six dollars and no cents per lineal foot	6.00
Asphalt Patching	No dollars and forty cents per lineal foot	0.40
Seed, Mulch, Fertilizer	No dollars and fifty cents per square yard	0.50
Topsoil (Backfill)	Five dollars and no cents per ton	5.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5963-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date ________, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 13th day of April, 1983

ATTEST:

Donald E. Atkins, Asst Secy.
Corporate Secretary

RIETH-RILEY CONSTRUCTION COMPANY

BY: Ross J. Cole

ITS: Area Supt.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signatures]

Its Board of Public Works and Mayor.

ATTEST:

[signature]
Secretary and Clerk

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

Tree Removal	One hundred and ninety dollars and no cents per each	190.00
New Tree (2")	One hundred and twenty-five dollars and no cents per each	125.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
SUB TOTAL	Forty-one thousand, two hundred and seventy-five dollars and no cents	$41,275.00

ALTERNATE II (Suttenfield)

Concrete Removal	Three dollars and no cents per square yard	3.00
Curb Removal	One dollar and twenty cents per lineal foot	1.20
Concrete Sidewalk	One dollar and fifty-five cents per square foot	1.55
Concrete Wingwalk Incl. Ramps	Two dollars and no cents per square foot	2.00
6" Concrete for Drive Approaches	Sixteen dollars and no cents per square yard	16.00
8" Concrete for Drives & Alleys	Twenty dollars and no cents per square yard	20.00
Concrete Curb Type III	Six dollars and no cents per lineal foot	6.00
Asphalt Patching	No dollars and forty cents per lineal foot	0.40
Seed, Mulch, Fertilizer	No dollars and fifty cents per square yard	0.50
Topsoil (Backfill)	Five dollars and no cents per ton	5.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
Stump Removal	Fifty dollars and no cents per each	50.00
SUB TOTAL	Thirty-one thousand, four hundred and sixty-five dollars and no cents	$31,465.00

TOTAL	Seventy-two thousand, seven hundred and forty dollars and no cents	$72,740.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

U 28 47 05

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RIETH-RILEY CONSTRUCTION COMPANY as Principal, and the ______________________________, a corporation organized under the laws of the State of ____________________, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND FORTY DOLLARS AND NO CENTS ------------------------------------

($ 72,740.00------------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 13 day of April, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5963-82

Curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

WOODLAND - From the alley west of Clinton to Lafayette St.
BARR ST. - From Suttenfield to Pontiac.

ALTERNATE:

SUTTENFIELD ST. - From the alley west of Clinton to Lafayette St.

This area shall also be known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE I.

at a cost of $ 72,740.00--------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

RIETH-RILEY CONSTRUCTION COMPANY
(Contractor)

BY: Ross J. Cole

ITS: Area Supt.

ATTEST:

Donald E. Atkins

Ass't Secy
(Title)

United Pacific Insurance Company
Surety

*BY: Leonard E. Northrup, C.P.C.U.
Authorized Agent
(Attorney-in-Fact)
Leonard E. Northrup, C.P.C.U.

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------------------- RIETH-RILEY CONSTRUCTION COMPANY -------------------------
(Name of Contractor)

-------------------- 1633 SR 327 N. County Line Rd., Huntertown, Ind. 46848 -------
(Address)

a ______________________________________, hereinafter called Principal,
(Corporation, Partnership or Individual)

and ____
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND FORTY DOLLARS AND NO CENTS ------------------------------------ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 13 day of April, 1983, for the construction of:

Improvement Resolution No. 5963-82

Curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

WOODLAND - From the alley west of Clinton to Lafayette St.
BARR ST. - From Suttenfield to Pontiac.

ALTERNATE:

SUTTENFIELD ST. - From the alley west of Clinton to Lafayette St.

This Area shall also be known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE I.

at a cost of SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND FORTY DOLLARS AND NO CENTS -- ($72,740.00-----------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 13 day of April, 1983.

(SEAL)

ATTEST:

Donald E. Atkins, Asst. Secy.
(Principal) Secretary

RIETH-RILEY CONSTRUCTION COMPANY
Principal

BY Ron J. Cole

Area Supt.
(Title)

Huntertown, In.
(Address)

____
Witness as to Principal

____
(Address)

____

United Pacific Insurance Company
Surety
BY Leonard E. Northrup, C.P.C.U.
Attorney-in-Fact
(Authorized Agent)
Leonard E. Northrup, C.P.C.U.

Tacoma, Washington
(Address)

____
Witness as to Surety

____
(Address)

____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-04-26

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Rieth-Riley Const. Co., for Improvement Resolution #5963-82, for curbs, sidewalks, wingwalks and drive approaches in Larez Neighborhood Improvement Phase I .

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN — Victure L. Scruggs

MARK E. GiaQUINTA — Mark E. GiaQuinta

PAUL M. BURNS — Paul M. Burns

ROY J. SCHOMBURG — Roy J. Schomburg

Concurred 5-10-83
C. C. [illegible]

Admn. Appr.

6258

DIGEST SHEET S-83-04-26

TITLE OF ORDINANCE Contract for Improvement Resolution 5963-82 with Rieth-Riley Const. Co.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is an ordinance for Improvement Resolution #5963-82 for curbs, sidewalks, wingwalks and drive approaches within the limits of the following streets: WOODLAND - Fron the alley west of Clinton to Lafayette St. Barr Street. - From Suttenfield to Pontiac. This area shall also be known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE I. Contractor is Rieth-Riley Const. Co.

EFFECT OF PASSAGE Improvement of Larez Neighborhood.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $72,740.00

ASSIGNED TO COMMITTEE (PRESIDENT)